

List of Requested Exceptions and Waivers

Blanchard Place LLC has applied for a Comprehensive Permit under the Rules and Regulations as set forth by the Acton Zoning Board of Appeals and, pursuant to the provisions of M.G.L.40B. Pursuant to item 3.15 of the Rules and Regulations the applicant is requesting, in writing, certain exceptions and waivers from zoning and other local regulations, which are not necessary to protect the public and will make the project uneconomic.

In addition to the list of requested waivers, the Applicant requests an exception from every requirement of any local code, by-law or regulation (collectively "Local Requirements") with which any aspect of this Comprehensive Permit application, including but not limited to its proposed site development plans and any other information hereinafter submitted to the Board, is inconsistent.

Zoning Bylaw**Section 3.3**

to allow more than one residential building on a lot. The project calls for three buildings to be located on the lot.

Section 3.3.5

to allow multifamily dwellings in a R-2 district. The proposed buildings contain four units each.

Section 5.2.2

Frontage exception granted in BOA Decision 80-53, recorded Book 14189 Page 576, January 9, 1981, no waiver requested.

Wetlands Protection Bylaw (Chapter F), Rules and Regulations

A waiver is requested from all local wetland regulations, including but not limited to:

a waiver from all filing requirements (Section 2)

a waiver from all setback requirements (Section 3.2)

This project has a Superceding Order of Conditions issued under the Massachusetts Wetlands Protection Act.

ZBA Comprehensive Permit Rules & Regulations

Pursuant to Item 1.3 the applicant requests a waiver from the following:

Item 1.3.1 Subdivision - This section is not applicable to this project.

February 13, 2006

Item 3.17 Development schedule. Each building includes one affordable unit and three market-rate units. In order to complete the final affordable unit, a building permit needs to be issued for the last building (phase) which also includes three market-rate units and as well as one affordable unit.

Item 3.22 Local Needs.

- a) Available Report dated May 2004 does not include Assessors map and lot information.
- b) At least three projects (Fort Pond Brook Place with two units, Franklin Place with three units and the Woodlands) have been approved since the report, which would change the calculations.
- c) No waiver is requested.

11. Unit Composition ~ Ownership Projects Only*

Complete the chart below. Include a separate entry for each unit type according to its square footage and/or sales price.

Type of Unit	# of Units	# of Bedrooms	# of Baths	Gross Sq. Ft.	# Parking Spaces	Sales Price	Condo Fee	Handicapped Accessible?
Affordable	2	3	2.5	2610	3	\$159,900	TBD	<input type="checkbox"/>
	1	2	2.5	1672	3	\$145,000	TBD	<input type="checkbox"/>
								<input type="checkbox"/>
Market	1	2	2.5	1672	3	\$370,000	TBD	<input type="checkbox"/>
	2	3	2.5	2528	4	\$620,000 avg	TBD	<input type="checkbox"/>
	2	3	2.5	2610	3	\$490,000 avg	TBD	<input type="checkbox"/>
	2	3	2.5	2646	3	\$485,000 avg	TBD	<input type="checkbox"/>
	2	3	2.5	2056	3	\$457,500 avg	TBD	<input type="checkbox"/>
Other								<input type="checkbox"/>

*For rental projects, please fill out the Unit Composition section of the One Stop Application. Contact DHCD for assistance.

BLANCHARD PLACE ACTON,MA

METHODOLOGY USED TO ESTIMATE SALES PRICE FOR "AFFORDABLE" HOMES

2BR CONDOMINIUM UNIT (3 PERSON HH)

ALL ASSUMPTIONS TO BE UPDATED AND CONFIRMED PRIOR TO LOTTERY ADVERTISING

ASSUMPTIONS

1. 70% of MFI for 3 Person HH for BOSTON, MA-NH PMSA (Massachusetts NEF Ch. 40B Standard)	2/11/2005	\$52,080
2. % of Household Income Available for Principal & Interest, Mortgage Insurance, Property Taxes, Property Insurance, and Condominium Fees		30%
3. Assumed Maximum Monthly Cost for Housing Costs Listed Above		\$1,302
4. Principal & Interest Annual Constant	Term of Loan Interest Rate Annual Constant	30 6.25% 7.3886%
5. ACTON Tax Rate per \$1,000 of Sales Price	FY 2005	\$13.81
6. Estimated Annual Property Insurance Cost (Included in Condo Fee)		\$0
7. Estimated Monthly Condo Fee for Affordable Unit		\$105
8. Down Payment		5%
9. Estimated Private Mortgage Insurance Premium		
Down Payment	PMI Premium	
5%	0.0078	

ESTIMATED SALES PRICE FOR "AFFORDABLE" UNIT \$157,135

Down Payment \$7,857

Mortgage Loan \$149,278

Estimated Monthly Loan Payment \$919

Estimated Private Mortgage Insurance Monthly Payment \$97

Estimated Annual Property Tax \$2,170

Estimated Annual Property Insurance Cost (Included in Condo Fee) \$0

Estimated Monthly Condo Fee for Affordable Unit \$105

Total Annual Housing Cost \$15,624

Total Monthly Housing Cost \$1,302

Total Income Required to Afford Housing \$52,080

Minimum Income Required 100% of Total Housing Cost

Can not exceed 100%

7/14/2005

BLANCHARD PLACE ACTON,MA

METHODOLOGY USED TO ESTIMATE SALES PRICE FOR "AFFORDABLE" HOMES

3BR CONDOMINIUM UNIT (4 PERSON HH)

ALL ASSUMPTIONS TO BE UPDATED AND CONFIRMED PRIOR TO LOTTERY ADVERTISING

ASSUMPTIONS

1. 70% of MFI for 4 Person HH for BOSTON, MA-NH PMSA (Massachusetts NEF Ch. 40B Standard)	2/11/2005	\$57,890
2. % of Household Income Available for Principal & Interest, Mortgage Insurance, Property Taxes, Property Insurance, and Condominium Fees		30%
3. Assumed Maximum Monthly Cost for Housing Costs Listed Above		\$1,447
4. Principal & Interest Annual Constant	Term of Loan Interest Rate Annual Constant	30 6.25% 7.3886%
5. ACTON Tax Rate per \$1,000 of Sales Price	FY 2005	\$13.81
6. Estimated Annual Property Insurance Cost (Included in Condo Fee)		\$0
7. Estimated Monthly Condo Fee for Affordable Unit		\$125
8. Down Payment		5%
9. Estimated Private Mortgage Insurance Premium		
Down Payment	PMI Premium	
5%	0.0078	

ESTIMATED SALES PRICE FOR "AFFORDABLE" UNIT \$173,577

Down Payment	\$8,679
Mortgage Loan	\$164,898
Estimated Monthly Loan Payment	\$1,015
Estimated Private Mortgage Insurance Monthly Payment	\$107
Estimated Annual Property Tax	\$2,397
Estimated Annual Property Insurance Cost (Included in Condo Fee)	\$0
Estimated Monthly Condo Fee for Affordable Unit	\$125
Total Annual Housing Cost	\$17,367
Total Monthly Housing Cost	\$1,447
Total Income Required to Afford Housing	\$57,890

% of Income Required:
(Can not exceed 100%)

100.00%

7/14/2005

Blanchard Place
Acton, Massachusetts

Marketing Program

Introduction

The marketing program and minority outreach for *Blanchard Place* in Acton, Massachusetts will be grass roots in nature with a strong focus on the local market. In the immediate market area including the towns of Acton, Boxborough, Littleton, Concord, Stow, Maynard and Sudbury there is an underserved population of working families in need of quality, affordable homes. As home prices in these communities continue to appreciate at a rapid pace and the availability of suitable properties has become more difficult, we are pleased to have the opportunity to build three new, quality townhouses for distribution to income eligible households through the Local Initiative Program (LIP).

The homes will be distributed based on the criteria established by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD). We expect the three townhouse units will be distributed to two applicant pools. One for those applicants qualified under Acton's Local Preference criteria and those to the Open Pool.

The objective of the marketing program is to identify a sufficient pool of applicants for the three available affordable homes. Based upon the lottery results, all applicants would be assigned their proper rank in the appropriate pool. This will enable us to quickly determine who would have the first opportunity to purchase a townhouse.

What follows is a list of activities and materials we intend to utilize to assist in our marketing of the three town houses, processing of the applicants and our attempts to reach out to the local community's minority population.

Local Pool

1. The Acton Community Housing Corporation has an active list of approximately 130 Local Pool prospects.
2. To validate and extend the Local Pool prospect list we will be disseminating information directly to the attached list of Town officials and entities, church and other groups. (See Exhibit A). If allowed, the opportunity will also be posted on the Town of Acton website.

Open Pool

1. The Acton Community Housing Corporation (ACHC) has an active list of 150 Open Pool prospects.
2. Efforts will be made to secure similar lists from surrounding communities and, if available, from recently completed lotteries for other affordable housing projects in the area.

3. Public service announcements under the auspices of the Acton Community Housing Corporation will be distributed to:
 - a. The Beacon
 - b. Boston Sunday Globe, Northwest section
 - c. Boston Globe, Community Briefing
 - d. Action Unlimited
 - e. Lowell Sun
 - f. Worcester Telegram & Gazette
 - g. Community Newspaper Company
4. Notices will be posted and distributed in various locations serving minority populations including,
 - a. Framingham
 - b. Lowell
 - c. Worcester

Other marketing approaches

1. Postings for display at various locations will be complete with tear-off sheets with instructions on how to contact the Lottery Manager to obtain a lottery information package (email or snail mail).
2. A dedicated email address will be established to facilitate communications.
3. The information package and application form will be available in digital form to facilitate distribution and completion.

Public Information Meetings

Two public information meetings would be held prior to the application deadline to offer a forum to adequately address the questions and/or concerns of the potential applicants or community organizations. These meeting(s) enable us to better assess the strength of the market, to identify potential applicants and create a notification list of these families. The meeting agenda would consist of:

- o A general introduction on the available homes
- o The LIP program
- o Deed restrictions
- o The lottery process
- o Requirements to participate in the lottery

Information Package

An information package has been created and will be used to accompany a lottery application sent to interested parties.

Lottery Announcement

We are pleased to announce the availability of three affordable town houses located within a mile from the South Acton commuter rail. The development is called Blanchard Place and is located at 139 Prospect Street in Acton, Mass. The town houses feature:

- 3 Bedrooms or 2 bedrooms*
- 2 ½ Baths*
- Central air conditioning*
- Gas hot air heat*
- Hardwood first floor & stairs*
- One-car garage and two designated parking spaces*
- Microwave, stove and dishwasher*

The two three-bedroom units will be sold by lottery for \$159,900 each and the one two-bedroom unit for \$145,000. Applicants must be first time home buyers and meet certain limitations:

- Income - \$66,150 for a family of four*
- Total assets - \$50,000 excluding automobiles and household furnishings*

Two units are reserved for an applicant that either lives or is currently employed in the Town of Acton and has been for the last six months or is a son or daughter of a current resident.

For an information packet and lottery application leave a message with your name and address [Please speak slowly] at 978-xxx-xxxx or contact us via Email: xxxx@xxxx or send us a letter at Blanchard Place Lottery, P.O. Box XXXX, Acton, MA 01720

INFORMATION PACKET FOLLOWS

2010-2011

Blanchard Place Condominiums

c/o Blanchard Place, LLC

XXXXXXXXXX

Acton, MA 01720

(978) xxx-xxxx

XXXX NAME XXXXX
XXXXADDRESSXXXXXX
XXCITY, MA, ZIP XXXXX

XXXX DATE XXXXXX

Dear XXXXXXXX,

Attached is the information you requested regarding the Blanchard Place affordable housing initiative in Acton, Massachusetts. Blanchard Place Condominiums will be under construction soon and it is anticipated that the affordable town homes will be completed and ready for occupancy by Summer, 2006. There are three units available, xxx for local preference and xxx for the rest of the State.

All affordable town homes will be sold by lottery as outlined in this package. Please review the enclosed information packet in detail and complete all of the yellow pages and supply the documents requested in the application (like pay stubs) and return them to Blanchard Place Lottery, P.O. Box XXXX, Acton, MA 01720

A Public Information Meeting will be held XXXXX date XXXXXX at XXXX p.m. at the XXXXXXXXXXXX. A second Public Information Meeting will be held XXXXX date XXXXXX at XXXX p.m. at the XXXXXXXXXXXX. At these meetings a short presentation explaining the lottery process will be made and you will be able to view scale models of the townhouse units and the floor plans. This will be followed by a question and answer session.

Assistance will be available to help you complete the application. If you do choose to use this service you must bring your latest pay stub and the last two years federal tax returns (all family members).

Applications must be submitted by XXX p.m. on XXXXXXXXXXXXXXXXXXXX. The lottery will be held on XXXXXXXXXXXXXXXXXXXX, XXX p.m. at the XXXXXXXXXXXX. We anticipate having the first town homes ready for occupancy XXXXXXXXXXXXXXXXXXXX.

The lottery for the two available town homes will be held at the Acton Town Library, XXXXXXXXXXXXXXXX at XXXX p.m. Although not required, all applicants are encouraged to attend.

Thank you for your interest in affordable housing at **BLANCHARD PLACE**. If you have questions and cannot attend the public meeting, please contact xxxxxxxx at 978-XXX-XXXX or email us at xxxxx@xxxxxxxx.

Sincerely,

Stephan Marst
Blanchard Place Condominiums

BLANCHARD PLACE CONDOMINIUMS

The Blanchard Place town house condominiums are located adjacent to Kelly's Corner district. The development contains twelve town houses in three buildings. Town houses have:

- 1,672 to 2652 square feet of living space
- Either 3 Bedrooms or two bedrooms
- 2 ½ Baths
- Three parking spaces
- Central Air Conditioning, hot air heat and central vacuum
- Kitchen with Microwave, stove and a dishwasher

Three units have been designated for sale under the states affordable housing program. These units will be sold at \$159,900 for three bedroom units and \$145,000 for two bedroom units. Buyers will be selected by lottery.

Guidelines to participate in the lottery

If you wish to enter the lottery for a chance to be selected to purchase one of these three town homes you must meet **all** of the following guidelines:

- Either be a first time home buyer or have not owned a home in the previous 3 years
- Have no more that \$50,000 in assets such as savings, checking and brokerage accounts and stocks and bonds but excluding your automobile(s) and personal items such as clothing and home furnishings.
- Be able to secure a 30 year fixed rate mortgage
- Be able to put 5% down
- Have an annual household income not exceeding: (see below)

Household Size	3	4	5	6
Max. Allowable Income	\$59,550	\$66,150	\$71,450	\$76,750

The town homes will be sold in accordance with policies and guidelines established by the Acton Community Housing Corporation and the Massachusetts Department of Housing and Community Development. Preference is given to families of 4 or more individuals for the three bedroom units and to families of 3 or more individuals for the two-bedroom unit. Two of the three townhouses are reserved for families that are:

- Current Town of Acton residents and their children
- Town of Acton employees including employees of the Acton Water District, Acton Public Schools, Acton-Boxborough Regional High School that are employed for a period of six months before the application deadline
- Those employed in the Town of Acton for a period of six months before the application deadline

Please note that homes purchased under these policies and guidelines are sold at a substantial discount from other town homes in the development. For example, the price for the Blanchard Place affordable two-bedroom town home is \$145,000. The market rate two-bedroom units will be sold for \$370,000 and up.

Deed restrictions are used to maintain the affordability of the town homes for future buyers while permitting the owner to share in the appreciation of the town home. Thus, if you were to sell your home in three years, for example, you would not be able to sell it at the going market price. The Commonwealth of Massachusetts and the Town of Acton would determine the price of the unit.

The Lottery for BLANCHARD PLACE CONDOMINIUMS

There will be three (3) town homes available at Blanchard Place Condominiums. The three town homes are to be distributed through two lottery pools. With one town home available for the local pool and two for the open pool. The following are the two pools.

<u>Pool</u>	<u>Qualifications</u>	<u># of Town Homes</u>
Local	Applicants which must meet local requirements	2
Open Pool	All applicants (<i>Includes Local</i>)	1

Applicants will be in *all* the pools in which they qualify. Local applicants would have two opportunities with the Local and Open pools.

All of the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of the town homes. **For example**, if there are 40 local applicants, the first one selected from the pool would have an opportunity to purchase a town home, and the remaining 39 applicants would establish the waiting list if the winner drops out. Preference is given to families of 4 or more individuals for the three-bedroom units and to families of 3 or more for the two-bedroom unit.

If you have been selected for a town home you must meet with one or more lottery representatives to review your final application in detail and to verify the information you have provided.

Please be advised that the official income verification will be repeated shortly before closing to verify that you are still eligible. You will need to provide recent pay stubs at that time.

Town Homes are assigned

It is important for all applicants to understand that specific town homes are attached to specific lottery rankings based upon the projected availability of the completed town house. Applicants will not have a choice of town home locations, style or schedules. You will not be able "pass" on a town home and wait for the next town home.

If you choose not to take the available town home that is designated to you, you will go to the bottom of the list and will not have another opportunity to purchase a home in Blanchard Place.

First time homebuyer course

If you are selected as a Lottery winner you must attend a "first time homebuyer education course". It is advisable for the top six lottery winners to take the course as soon as possible. A schedule of these can be found at the Citizens Housing and Planning Association (CHAPA) website (http://www.chapa.org/housing_workshops00.htm) or by calling 617-742-0820. Upon completion you will receive a Certificate that you will be required to submit.

Summary

We hope this helps explain the process by which the town homes will be distributed. We greatly appreciate your participation and wish you the best of luck in the lottery process.

LOCAL INITIATIVE PROGRAM

DEED RIDER
For
Ownership Project

(annexed to and made part of that certain deed (the "Deed")
from Blanchard Place, LLC ("Grantor")
to ("Grantee") dated , 200 .)

WITNESSETH

WHEREAS, pursuant to M.G. L. c. 40B, §§20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April, 1989, regulations have been promulgated at 760 CMR 45.00 et seq. (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Department of Housing and Community Development, the "Successor Agency" to the Executive Office of Communities and Development of the Commonwealth of Massachusetts, duly organized and existing pursuant to Chapter 204 of the Acts of 1996, administers the LIP Program on behalf of the Commonwealth;

WHEREAS, it is the purpose of the LIP Program to give cities and towns greater flexibility in their efforts to provide affordable housing to households having low and moderate incomes.

WHEREAS, the Town of Acton (the "Municipality") acting by and through its Chief Elected Official (as that term is defined in the Regulations) has elected to participate in the LIP Program;

WHEREAS, the Zoning Board of Appeals of the Town of Acton has granted the Grantor or its predecessor-in-title a Comprehensive Permit under the Act for the development of twelve (12) housing units on 2.9 acres of land located at 139 Prospect Street in Acton (the "Project"), and has retained the Acton Community Housing Corporation to serve as the Monitoring Agent for the Project, to monitor compliance of the Project with certain requirements of the Comprehensive Permit and this Deed Rider, including the requirement that the Property be sold and resold to Eligible Purchasers (or to the Municipality or DHCD) as defined herein;

WHEREAS, DHCD has determined that the rights and restrictions granted herein to DHCD and to the Municipality serve the public's interest in the creation and retention of affordable housing for persons and families of low and moderate income and in the restricting of the resale price of property in order to assure that affordability for future low and moderate income purchasers;

WHEREAS, pursuant to the LIP Program, eligible purchasers such as the Grantee are given the opportunity to purchase certain property at a discount of the property's appraised fair market value if the purchaser agrees to convey the property on resale to an eligible purchaser located by the Municipality or DHCD, to the Municipality, or to DHCD for a "Maximum Resale Price."

WHEREAS, the "Maximum Resale Price" is intended to insure affordability of the property to a household earning no more than 80% of area median income;

WHEREAS, the "Maximum Resale Price" shall be determined by multiplying the area median income for a four-person household most recently published prior to the resale by the "Maximum Resale Price Multiplier" as defined herein. The Maximum Resale Price Multiplier shall be a number derived by dividing the original sales price of the property to the Grantee by the area median income (calculated based on a four-person household). Here, the original sales price of the Property was \$, and the median income in the applicable metropolitan statistical area (Boston PMSA) for a four-person household at the time of the original sale was \$. Therefore, the **Maximum Resale Price Multiplier shall be** . The Maximum Resale Price shall be derived by multiplying the Maximum Resale Price Multiplier () by the most recently published area median income for a four-person household in the Boston PMSA.] Notwithstanding anything in this Deed Rider, the Maximum Resale Price shall not be less than the purchase price that the Grantee paid for the Property plus extraordinary capital expenses paid out-of-pocket by Grantee prior to closing, provided that DHCD and the Municipality shall have given written authorization for incurring such expense prior to the expense being incurred, and plus any necessary marketing expenses as may have been approved by DHCD and the Municipality.

WHEREAS, a "Maximum Resale Price Multiplier" equal to is hereby assigned to be used in determining the "Maximum Resale Price" of the Property;

WHEREAS, the Grantor and the Grantee are participating in the LIP Program, and in accordance with the LIP Program the Grantor is conveying that certain real property more particularly described in the Deed ("Property") to the Grantee at a consideration which is less than the appraised value of the Property; and;

NOW THEREFORE, as further consideration from the Grantee to the Grantor, DHCD and the Municipality for the conveyance of the Property at a discount in accordance with the LIP Program, the Grantee, his heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's assignees and designees, the Director of the Department of Housing and Community Development, or its successors, assigns, agents and designees ("Director") and the Municipality, acting by and through its Chief Elected Official, and the Monitoring Agent.

1. Right of First Refusal: (a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Director and the Municipality, and the Monitoring Agent in writing of the Grantee's intention to so convey the property. "Notice." The Notice shall set forth the Maximum Resale Price of the Property. Within thirty (30) days of the giving of the Notice by the Grantee, the Municipality shall notify the Grantee in writing (with a copy to the Director) as to whether the Municipality is

proceeding to locate an eligible purchaser of the Property or the Municipality shall exercise its right of first refusal to purchase the Property (the Municipality's Notice.) If the Municipality's Notice states that the Municipality is not proceeding to locate an eligible purchaser and that the Municipality shall not exercise its right of first refusal to purchase the Property, or if the Municipality fails to give the Municipality's Notice within said thirty (30) days then, and only under such circumstances, the Director may, at any time from the thirty first (31st) day after the giving of the Notice to and including the fortieth (40th) day after the giving of the Notice, notify the Grantee in writing (with a copy to the Municipality) as to whether the Director is proceeding to locate an eligible purchaser of the Property or whether the Director shall exercise its right of first refusal to purchase the Property (the Director's Notice".) For the purpose of this Deed Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set forth in the LIP Program guidelines in effect at the time the Municipality or the Director locates such purchaser, and who, if located by the Municipality, is ready and willing to purchase the Property within ninety (90) days after the Grantee gives the Notice, or who, if located by the Director, is ready and willing to purchase the Property between ninety (90) days and one hundred five (105) days after the Grantee gives the Notice.

(b) In the event that (i) the Municipality's Notice states that the Municipality does not intend to proceed to locate an eligible purchaser and that the Municipality does not intend to exercise its right of first refusal to purchase the Property, or the Municipality fails to give the Municipality's Notice within the time period specified above and (ii) the Director's Notice states that the Director does not intend to proceed to locate an eligible purchaser and that the Director does not intend to exercise its right of first refusal to purchase the Property, or the Director fails

to give the Director's Notice within the time period specified above, the Grantee may convey the Property to any third party at no less than fair market value, free of all restrictions set forth herein, provided, however, that all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceed the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality, acting by and through its Chief Elected Official, the Monitoring Agent, and the Director or the Director's designee shall issue to the third party a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount, if applicable, or indicating that no excess amount is payable, and stating that the Municipality and the Director have each elected not to exercise its right of first refusal hereunder and that all rights, restrictions, agreements and covenants set forth in this Deed Rider shall be henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Monitoring Agent's and DHCD's approval. with due consideration given to fair market value of the property. DHCD or the Monitoring Agent may require the Grantee to obtain an appraisal, at its sole expense, for purposes of determining the fair market value of the property. DHCD's approval of the sale price shall be evidenced by its issuance of this Compliance Certificate.

(c) In the event the Municipality, within said thirty (30) day period, notifies the Grantee that the Municipality is proceeding to locate an eligible purchaser or that the Municipality shall exercise

the Municipality's right of first refusal to purchase the Property, the Municipality may locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price subject to a Deed Rider satisfactory in form and substance to DHCD, within ninety (90) days of the date that the Notice is given or the Municipality may purchase the Property itself at the Maximum Resale Price within ninety (90) days of the date that the Notice is given. If the Municipality shall fail to locate an eligible purchaser who purchases the Property within ninety

(90) days of the date that the Notice is given, and if the Municipality fails to purchase the Property itself within said period, then, and only in such circumstances the Director, without any additional notice to the Grantee, may between ninety one (91) days of the date that the Notice is given and one hundred five (105) days of the date that the Notice is given, purchase the Property itself at the Maximum Resale Price, or locate an eligible purchaser, who shall between ninety one

(91) days and one hundred five (105) days of the date that the Notice is given purchase the Property at the Maximum Resale Price, subject to a Deed Rider satisfactory in form and substance to DHCD. If more than one eligible purchaser is located by the Municipality, the Municipality shall conduct a lottery or other like procedure approved by DHCD to determine which eligible purchaser shall be entitled to the conveyance of the Property. If more than one eligible purchaser is located by the Director, the Director shall conduct a lottery or other like procedure in the Director's sole

discretion to determine which eligible purchaser shall be entitled to the conveyance of the Property.

(d) If an eligible purchaser is selected to purchase the Property, or if the Municipality or the Director elects to purchase the Property, the Property shall be conveyed by the Grantee to such eligible purchaser or to the Municipality or the Director as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed (ii) any lien for municipal betterments assessed after the date of the Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the Deed from the Grantor to Grantee, (v) a Regulatory Agreement among DHCD, the Municipality and

[the Project Sponsor] dated and recorded with the Registry of Deeds in Book , Page , (the "Regulatory Agreement") or any successor regulatory agreement entered into between DHCD and the Municipality pursuant to the provisions of Section 16 of the Regulatory Agreement, (vi) such additional easements, restrictions, covenants and agreements of record as the Municipality and the Director consent to, such consent not to be unreasonably withheld or delayed, and (vii) in the event that the Property is conveyed to an eligible purchaser, a Deed Rider satisfactory in form and substance to DHCD which the Grantee hereby agrees to annex to said deed.

(e) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the County where the Property is located, or at the option of the eligible purchaser (or the Municipality or the Director, as the case may be, if the Municipality or the Director is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the eligible purchaser (or the Municipality or the Director, as the case may be, if the Municipality or the Director is purchasing the Property) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the eligible purchaser (or the Municipality or the Director, as the case may be, if the Municipality or the Director is purchasing the Property) to the Grantee, which date shall be the least five (5) days after the date on which such notice is given, and if the eligible purchaser is located by the Municipality or the Director as the case may be, if the Municipality or the Director is purchasing the Property, no earlier than ninety (90) days after the Notice is given by the Grantee, or if the eligible purchaser is located by the Director, or if the Director is purchasing the Property, no earlier than ninety one (91) days after the Notice is

given by the Grantee and no later than one hundred five (105) days after the Notice is given by the Grantee.

(f) To enable Grantee to make conveyance as herein provided, Grantee may if he so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said deed.

(g) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the eligible purchaser or by the Municipality or the Director.

(h) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date hereof, reasonable wear and tear only excepted.

(i) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then Grantee shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition hereby provided for. The Grantee shall use best efforts to remove any such defects in the title whether voluntary or involuntary and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Grantee that such defect has been cured or that the Property has been so restored. The eligible purchaser (or the Municipality or the Director, as the case may be, if the Municipality or the Director is purchasing the Property) shall have the election, at either the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Grantee shall, unless the Grantee has previously restored the Property to its former condition, either:

(i) pay over or assign to the eligible purchaser or the Municipality or the Director as the case may be, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or

(ii) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the eligible purchaser or to the Municipality or the Director, as the case may be, a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonable expended by the Grantee for any partial restoration.

(j) If the Municipality fails to locate an eligible purchaser who purchases the Property within ninety (90) days after the Notice is given, and the Municipality does not purchase the Property during said period, and the Director fails to locate an eligible purchaser who purchases the Property between ninety one (91) days and one hundred five (105) days after the Notice is given, and the Director does not purchase the Property within said period, then following expiration of one hundred five (105) days after the Notice is given by Grantee, the Grantee may convey the Property to any third party at no less than fair market value, free and clear of all rights

and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, that all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceed the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality, the Monitoring Agent, and the Director shall issue to the third party a Compliance Certificate in recordable form indicating the Municipality's receipt of the excess amount, if any, and indicating that the Municipality and the Director have each elected not to exercise its right to locate an eligible purchaser and its right of first refusal hereunder and that all rights, restrictions, agreements and covenants contained herein are henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to DHCD's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice. DHCD's approval of the sale price shall be evidenced by its issuance of this Compliance Certificate.

2. Resale and Transfer Restrictions: (a) Except as otherwise stated herein, the Property or any interest, therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless:

(i) the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Section 1 above) or the Municipality or the Director, as the case may be, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (1) if the Property is conveyed to an eligible purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Director or the Director's designee, the Monitoring Agent, and the Municipality acting by and through its Chief Elected Official which Eligible Purchaser Certificate refers to the Property, the Grantee, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the eligible purchaser which new Deed Rider the Eligible Purchaser Certificate certifies is satisfactory in form and substance to DHCD and the Municipality; (2) if the Property is conveyed to the Municipality unless a Certificate (the "Municipal Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Director or the Director's designee, the Monitoring Agent, and by the Municipality, acting by and through its Chief Elected Official, which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider; or

(ii) pursuant to Sections 1(b) or 1(j), any amount in excess of the Maximum Resale Price which is paid to the Grantee by a purchaser who is permitted to buy the Property pursuant to sections 1(b) or 1(j), is paid by the Grantee to the Municipality, and the Director or the Director's designee and the Municipality acting by and through its Chief Elected Official execute and deliver a

Compliance Certificate as described in Section 1(b) or 1(c) for recording with the appropriate registry of deeds or registry district.

(b) Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate or an Eligible Purchaser Certificate or a Municipal Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate as the case may be. If the Property is conveyed to the Director, the acceptance by the Director of a deed of the Property from the Grantee and the recording of such deed shall be deemed conclusive evidence that all rights, restrictions, covenants and agreements set forth in this Deed Rider have been complied with and no certificate to that effect shall be necessary to establish the validity of such conveyance. If the Property is conveyed to the Municipality, any future sale of the Property by the Municipality shall be subject to the provisions of Section 4 of the Regulatory Agreement.

(c) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Municipality and to the Director a true and certified copy of the Deed of the Property, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

(d) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by DHCD or the Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(e) As a condition to the issuance of the Eligible Purchaser Certificate, Municipal Purchaser Certificate, or the Compliance Certificate, as the case may be, the transferee (an Eligibility Purchaser, Municipality, or non-Eligible Purchaser, as the case may be) shall pay the Resale Fee to the Monitoring Agent, as provided under Section 10 herein.

3. Restrictions Against Leasing and Junior Encumbrances: The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Director and the Municipality, provided, however, that this provision shall not apply to a

first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Director and the Municipality shall be paid to and be the property of the Municipality. In the event that the Director and the Municipality in the exercise of their absolute discretion consent to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction which exceed the carrying costs of the Property as determined by DHCD and the Municipality in their sole discretion shall be paid to and be the property of the Municipality.

2 Right of First Refusal Upon Foreclosure Notice. (a) In the event that a holder of a mortgage encumbering the Property gives the Municipality and Monitoring Agent notice of its intent to foreclose upon its mortgage, and to accept a deed to the Property pursuant to the provisions of Section 5(a) of this Deed Rider (the "Foreclosure Notice"), the Grantee shall offer the Property for sale to the Municipality at a price equal to the Maximum Resale Price, and the Municipality shall have the option to purchase the Property at said price pursuant to the terms and procedures set out in

Section 1, subsections 1(c)-(i) above, and the word "Notice" in said subsections shall mean the Foreclosure Notice. The Municipality shall also have the option, in the alternative, to cure whatever default(s) have entitled the mortgage holder to issue the Foreclosure Notice (collectively, the "Municipality's Option"). Within thirty (30) days of its receipt of the Foreclosure Notice, the Municipality shall notify the Grantee and the mortgage holder as to whether the Municipality will be exercising its Option to purchase the Property or cure the default(s) pursuant to the terms of this section. The Municipality's Option may be assigned to an eligible purchaser.

(b) In the event that the Municipality or the Municipality's assignee, within said thirty (30) day period, exercises its Option hereunder, the mortgage holder's foreclosure of the Property shall be stayed, and the Municipality, or the Municipality's assignee as the case may be, shall either purchase the Property at the Maximum Resale Price, or cure the default(s), within ninety (90) days of the date that the Foreclosure Notice is given. In the event that the Municipality or the Municipality's assignee elects to cure the default(s) in lieu of purchasing the Property, the Municipality or its assignee may attach a lien on the Property subordinate to all pre-existing mortgages and liens for any expenses incurred by the Municipality or its assignee in curing said default(s). In the event that the Municipality or the Municipality's assignee notifies the Grantee and the mortgage holder within said thirty (30) days that it does not intend to exercise the Municipality's Option, or if the Municipality or the Municipality's assignee does not exercise the Municipality's Option within said thirty (30) day period, or if the Municipality or the Municipality's assignee exercises the Municipality's Option within said thirty (30) day period but does not either purchase the Property or cure the default(s) within said ninety (90) day period, the mortgage holder may proceed to foreclose upon its mortgage, or accept a deed in lieu of foreclosure, subject to the provisions of Section 5(a) herein.

5. Rights of Mortgagees: (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record (other than the Grantee or any person related to the Grantee by blood, adoption, or marriage, or any entity in which the Grantee has a financial interest (hereinafter, a "related party")) of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than a related party) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given DHCD, the Monitoring Agent, and the Municipality not less than thirty (30) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure (the "Foreclosure Notice") and has complied with the provisions of Section 4(a) and (b) above, and provided further that the principal amount secured by such mortgage did not exceed ninety-seven percent (97%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the "Permitted Indebtedness"). the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than a related party) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than a related party) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions.

c. In the event such holder conducts a foreclosure or other proceeding enforcing its right under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of

the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Municipality in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by the Director and the Municipality and released by the Director and the Municipality pursuant to this section in connection with such proceeding. The Maximum Resale Price shall be determined as set forth above in this Deed Rider. To the extent the Grantee possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

6. Covenants to Run With the Property: (a) The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Municipality, the Municipality's agents, successors, designees and assigns, the Monitoring Agent, and to the Director, the Director's agents, successors, designees and assigns the right of first refusal to purchase the Property as set forth herein, and the right to enforce the rights and restrictions, covenants and agreements set forth in this Deed Rider. The Grantor and the Grantee hereby grant to the Municipality, the Monitoring Agent, and to the Director the right to enter upon the Property for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained, and to enforce the Municipality's and the Director's rights of first refusal to purchase the Property and the rights of the Municipality and the Director to designate a purchaser of the Property as set forth herein, and of taking all actions with respect to the Property which the Municipality, the Monitoring Agent or the Director may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions, covenants and agreements and to enforce the Municipality's and the Director's rights of first refusal to purchase the Property and the rights of the Municipality and the Director to designate a purchaser of the Property set forth herein. The rights hereby granted to the Municipality, the Monitoring Agent and the Director shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Municipality, the Monitoring Agent or the Director for enforcement of the restrictions, rights, covenants and agreements set forth in this Deed Rider. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Municipality, the Municipality's agents, successors, designees and assigns, the Monitoring Agent, and the Director, the Director's agents, successors, designees and assigns for the term of this Deed Rider, which shall mean, unless terminated earlier according to Sections 4 or 5 hereof, the period from the date hereof until the earliest to occur of (i) the termination of the term of affordability set forth in the Comprehensive Permit, or (ii) upon the recording of a Compliance Certificate or (iii) upon the recording of an Eligible Purchaser Certificate and a new Deed Rider executed by the eligible purchaser referenced in the Eligible Purchaser Certificate, which new Deed Rider the Eligible Purchaser Certificate certifies is in form and substance satisfactory to DHCD and the Municipality or (iv) upon the conveyance of the Property to the Municipality and the recording of a Municipal Purchaser Certificate as set forth herein, or (v) upon the conveyance of the Property to the Director in accordance with the terms herein.

(b) This Deed Rider and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an affordable housing restriction as that term is defined in

M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32, and 33.

(c) The Grantee intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Deed Rider and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the term of this Deed Rider, and are binding upon the Grantee's successors in title, (ii) are not merely personal covenants of the Grantee, and (iii) shall bind the Grantee, its successors and assigns and enure to the benefit of the Municipality and the Director and their successors and assigns for the term of the Deed Rider. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of the Grantor, the Municipality, and the Director, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality, the Municipality's agents,

successors, designees and assigns or by the Director, the Director's agents, successors, designees or assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements.

7. Notice: All notices and reports required to be submitted under this Deed Rider shall be submitted simultaneously to the specified entity and to the Monitoring Agent. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or such other addresses as may be specified by any party by such notice.

Municipality:

Acton Board of Selectmen
Town of Acton
472 Main Street
Acton, MA 01720

Monitoring Agent:

Acton Community Housing Corporation
Town of Acton
472 Main Street
Acton, MA 01720

DHCD:

Department of Housing and Community Development
Att'n: LIP Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Grantor:

Elementary Place LLC
411 Massachusetts Avenue, Suite 304
Acton, MA 01720

Grantee:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered, mailed.

1 Further Assurances: The Grantee agrees from time to time, as may be reasonably required by the Municipality, the Monitoring Agent or the Director, to furnish the Municipality, the Monitoring Agent and the Director with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the requirements of the LIP Program.

2 Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property at a price greater than the Maximum Resale Price as provided herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser or purchase the Property on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider;

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Certificate of Compliance, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchasers.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Rider, the Monitoring Agent and the Municipality may take appropriate enforcement action against the Grantee or the Grantee's successors in title, including, without limitation, legal action to compel the Grantee to comply with the requirements of this Deed Rider. The Grantee hereby

agrees to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Grantee hereunder. The Grantee hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action under this Deed Rider against the Grantee and to assert a lien on the Property to secure payment by the

Grantee of such fees and expenses. Notwithstanding anything herein to the contrary, in the event, that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, its successors and assigns, shall have the same right to enforce this Deed Rider as provided herein.

(d) The Grantee for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property which the Monitoring Agent may determine to be necessary or appropriate pursuant to court order, or with the consent of the Grantee to prevent, remedy or abate any violation of this Deed Rider.

10. Monitoring Agent Services: Fees. The Monitoring Agent has been engaged to monitor compliance of the Project with ongoing requirements of the Comprehensive Permit and this Deed Rider, including the requirement that the Property be sold and resold to Eligible Purchasers (or to the Municipality) as provided therein. As partial compensation for providing these services, the Monitoring Agent shall receive a resale fee on the conveyance of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider (including the Municipality or any non-Eligible Purchasers), which shall be equal to 2.5% of the Maximum Resale Price at the time of the conveyance (the "Resale Fee"). This fee shall be paid by the party acquiring title to the Property on re-sale as a closing cost at the time of Closing, and payment of the Resale Fee shall be a condition to delivery and recording of the Compliance Certificate, Eligible Purchaser Certificate, or Municipal Purchaser Certificate, as the case may be, failing which the Monitoring Agent shall have a claim against the new purchaser and persons claiming under the new purchaser for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

11 Waiver: Nothing contained herein shall limit the rights of the Director to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Property. Any such release or waiver must be made in writing and must be executed by the Director or his/her designee.

12. Severability: If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

Executed as a sealed instrument this day of , 200 .

Grantor:

By
Signature

Name

Grantee:

By
Signature

Name

Signature

Name

LSIW-dr

COMMONWEALTH OF MASSACHUSETTS

County of, ss. 200 ____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document [Grantor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name

My commission expires:

LIPDR-15 4-21-04

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document [Grantee], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My commission expires:

LIPDR-16 4-21-04

COMPREHENSIVE PERMIT DEVELOPMENT SCHEDULE

	Phase 1	Phase 2	Phase 3	Total
Projected completion date:	7/1/06	10/1/06	1/1/07	
Number of affordable units:	1	1	1	3
Number of market units:	3	3	3	9
Subtotal by phase:	4	4	4	12

For the last development phase, or if only one development phase is proposed, suggest below a building permit schedule by which affordable units will be completed. Generally, the Board will allow a staggered completion of market rate and affordable units but requires the completion of all affordable units before the issuance of the last building permit(s) in the project.

There is one affordable unit located in each of the three four-unit buildings. We propose to complete one building per phase. This will require the issuance of the final building permit for the third building in order to complete the last affordable unit.